Under the New York statute it has been held that the uninterrupted user of land by the public as a public highway for twenty years, makes it a public highway, although the owner be under disability, such as being a lunatic or an infant, and has no knowledge thereof during the entire time. *Davenpeck* v. *Lambert*, 44 Barb. 596.

DEEDS—RULE IN SHELLEY'S CASE.—The owner of land conveyed the same by deed "to Henry C. Gardner and his wife, Martha Jane Gardner, during their natural lives, afterwards to Martha Jane's heirs forever." The grantees conveyed the land in fee to plaintiff, who contracted to sell and convey the same to defendants, and tendered them a deed. Defendants refused to accept the deed on the ground that under the deed to them, H. C. and M. C. Gardner acquired only a life estate with remainder to the heirs of Martha Jane, who take by purchase, and not by descent, and consequently plaintiff cannot convey the fee simple. *Held,* Martha Jane "took a fee subject to her husband's life estate and it was immaterial that the second limitation was not to the heirs of both husband and wife." *Cotton* v. *Moseley* (N. C. 1912) 74 S. E. 454.

The principal case has all the requisites for the operation of the rule in Shelley's case. *Ward* v. *Butler,* 239 Ill. 462, 88 N. E. 189, *Bails* v. *Davis,* 241 Ill. 536, 89 N. E. 706. It makes no difference that the life estate is in but one-half the land, and the remainder is to the whole—it is not a requisite that the estate given the ancestor and that given the heirs shall be of the same quantity, nor that the remainder may be destroyed by determining the particular estate before the happening of the contingency which would determine the persons who would succeed to the remainder. Where there is a limitation to several for their lives, with a remainder in fee to the heirs of one of them, the estate in remainder vests at once in the ancestor to whose heirs it purports to be given. *Fuller* v. *Shamier.* L. R. 2 Eq. 682; *Bullard* v. *Goffee,* 20 Pick. 252. The rule in Shelley's case always applies where there is a devise or grant to two or more persons as tenants in common or as joint tenants, and there is a limitation over to the heirs of one of them. *Kepler* v. *Reeves,* 7 Ohio Dec. reprint 34; *Bullard* v. *Goffe, supra.* Thus a grant to a man and his wife during their natural lives, then to the heirs at law of the wife, has uniformly been held to give the wife a fee subject to the life estate of her husband. *Hess* v. *Lakin,* 7 Ohio S. & C. P. Dec. 300; *Griffiths* v. *Evans,* 5 Beav. 241. But where the grant was to the wife for life, remainder to the husband for life in case he survived his wife, remainder to the heirs of the husband in fee, it was held the husband took a contingent remainder and until the happening of the contingency the rule in Shelley's case could not operate to vest in him an indefeasible title. *Stranes* v. *Hill,* 112 N. C. 1, 16 S. E. 1011, 22 L. R. A. 598.

EQUITY—TEMPORARY INJUNCTION— FUNCTION AND EFFECT.—In a prior action defendant had obtained a temporary injunction against the enforcement of an oil-inspection law on the ground that the law was unconstitutional. The law was finally held valid and the injunction dissolved. Defendant is now prosecuted for violating the oil-inspection law during the pendency of the injunction suit, and defends that the injunction protected it from the operation

of the statute. *Held,* the injunction served to postpone only the enforcement, and not the operation, of the law, and pending the determination of its validity, defendant violated it at his peril. *State* v. *Wadhams Oil Co.* (Wis. 1912) 34 N. W. 1121.

The function of a temporary injunction is to maintain the *status quo* of parties to an action until a final adjudication can be made upon the matter in controversy between them. The injunction is merely incidental to the action and is not conclusive in any matter therein; it "is abrogated by the final judgment." BEACH, INJUNCTIONS, § 109; HIGH, INJUNCTIONS, § 4; *Toledo, A. A. & N. M. R. Co.* v. *Pa. Co.*, 54 Fed. 730, 19 L. R. A. 387; *Consolidated Vinegar Works* v. *Brew,* 112 Wis. 610, 88 N. W. 603. Injunctions against enforcing state statutes, where proper, are granted on the same principles as other temporary injunctions. Case note 25 L. R. A. (N. S.) 193 and cases therein cited. The principal case is covered by these rules. The postponement of the operation of the inspection law, which the defendant contends was effected by his temporary injunction, is clearly a more comprehensive result than the mere preservation of his rights in their then condition; it constitutes, not a temporary, but a final determination of the defendant's rights for the period in which the injunction was in force. In this view the defendant's contention clearly controverts the principles above stated.

GARNISHMENT—POSSESSION OF GARNISHEE—SAFETY DEPOSIT BOX.—The defendant had the right to the exclusive use of a deposit box owned by a safe deposit company, access to which could only be obtained by the joint use of a master key in the possession of the company, and another key in the possession of the defendant. The box contained property of the defendant not exempt from attachment. In an action of garnishment to charge the safe deposit company, *held,* that the company was chargeable as garnishee. *Tillinghast* v. *Johnson* (R. I. 1912) 82 Atl. 788.

The principal case seems to be opposed to the general rule as to the possession of the garnishee, which is that "Unless the property sought to be garnished is in the actual control of the garnishee, so that he can dispose of it at will, he can not be charged. * * * One whose possession is the defendant's possession, and who has no independent control, can not be charged." ROOD, GARNISHMENT, 52; 20 CYC 1010; *Mc Graw* v. *Memphis & Ohio R. R. Co.*, 45 Tenn. 434; *Smalley* v. *Miller,* 71 Iowa 90, 32 N. W. 187; *Gregg* v. *Hilson,* 8 Phila. 91; and *Bottom* v. *Clarke,* 7 Cush. 487. Several recent cases, however, are in accord with the principal case. In *Washington, etc., Co.* v. *Susquehanna Coal Co.* 26 App. D. C. 149 relied upon by the principal case, the facts were precisely the same, and the Supreme Court of the District charged the deposit company, basing their decision upon a liberal construction of their code, saying, "That if there were a doubt respecting the term 'possession' there can be no doubt that the property deposited by a defendant in a safe deposit box of a trust company, is the defendant's property in the hands of, and in the charge of the trust company; and that by the terms of the Code the trust company is liable to be garnished therefor." In *Trowbridge*